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BLANKET RAPID RESPONSE SERVICES AGREEMENT

THIS AGREEMENT IS SUBJECT TO ARBITRATION

This AGREEMENT is entered into this 21st day of MARCH, 2007 by and between HEPACO, Inc. ("Contractor") and Warehouse 86, which is a ☒ Corporation, () Partnership, () Individual ("Client") whose principal office is located at 481 Airport Industrial DR. Jackson, MS

I. BACKGROUND

Contractor is a provider of emergency response and remediation services. Client desires to contract with Contractor to provide all emergency cleanup services, remediation services, and disposal and transportation of waste and cleanup materials/debris for Client, and Contractor desires to provide such services in accordance with the terms of this Agreement.

As part of Client's operations, there is a potential for property belonging to or in the custody/responsibility of Client to spill, be released or otherwise create an emergency condition(s) ("Emergency Condition(s)") that requires environmental emergency response, cleanup and remediation services. In order to eliminate or contain such Emergency Condition(s), as presently exist or may exist in the future, Client desires to engage Contractor to provide all environmental emergency response, cleanup and remediation services arising out of Client's operations and the occurrence of any such Emergency Condition(s) (the provision of such services, including the response, cleanup and subsequent remediation of Emergency Condition(s), being referred to as the "Emergency Cleanup Work").

Client desires to have Contractor perform all of its Emergency Cleanup Work associated with all of its Emergency Conditions, as presently exist(s) or may exist in the future, and Contractor desires to perform all such Emergency Cleanup Work.

II. AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, terms, and conditions set forth below, the parties hereto agree as follows:

1. Statement of Substance Involved:

Client acknowledges and warrants that all known documentation, including but not limited to Material Safety Data Sheets, bills of lading, manifests, or other documentation accurately describing the substances involved in the Emergency Cleanup Work have or will be provided to Contractor upon arrival at the location where the Emergency Cleanup Work is reasonably necessary ("Site") and by fax to Contractor. Client will communicate to the Contractor's representative any relevant change in the information or communication indicating that such change may be necessary and will communicate to Contractor any hazards or risks known, learned, or suspected by the Client to be incidental to the Emergency Cleanup Work under this Agreement.

2. Statement of Work:

Contractor's scope of work shall include, but shall not be limited to, providing all labor, equipment, and materials necessary to provide all Emergency Cleanup Work to investigate, analyze, manage, and control any Emergency Condition(s) as well as investigate, analyze, manage, control, and perform all emergency response and/or environmental remediation work resulting from such Emergency Condition(s) (the Emergency Cleanup Work necessitated by, associated with, relating to and/or arising out of each Emergency Condition being referred to as a "Project"). Contractor shall furnish the labor, equipment, materials, and services required in order to perform the Emergency Cleanup Work and all follow-up remediation work for each separate Project in accordance with all state and federal guidelines and rules as well as sound and prudent judgment. Contractor shall perform the Emergency Cleanup Work, and all included remediation work, for each Project at the Site and, if applicable, on the disposal facility(ies). Client acknowledges that the physical conditions at the Site, including, without limitation, constituents, characteristics, properties, and quantities of waste materials present, if known, which are relevant to the Emergency Cleanup Work have been supplied by Client to Contractor. "Waste materials" as used in this Agreement shall mean any material deposited at the Site and leachate or other substance produced by such materials. Where required by state and federal guidelines and rules and/or sound and prudent judgment, Contractor may, in its discretion, take such actions as it shall deem appropriate to prevent threatened personal injury or property damage. Any such actions taken by Contractor shall be deemed included in the Emergency Cleanup Work, and Client shall compensate Contractor for such actions on the basis of Contractor's then current standard rates for services and the use of equipment and materials of the type involved.

The Work shall be performed in accordance with the terms of this Agreement as well as the Time and Materials Rate Schedule and the Reimbursement Terms and Conditions as set forth in Exhibit "A" attached hereto and incorporated herein by reference. Client hereby acknowledges that it has received and reviewed or has had the opportunity to request copies of such Time and Materials Rate Schedule and the Reimbursement Terms and Conditions, and the terms and rates set forth therein for Contractor's Extra Work are reasonable and accepted by the Client.

3. Duration:

This Agreement shall commence on the date set forth above and apply to any Emergency Condition(s), as such presently exist or may exist in the future, until the earlier of: (1) this Agreement is terminated by one of the parties in accordance with Section 7; or (2) if this Agreement was entered into at the time of and in response to an ongoing Emergency Condition, the Agreement shall continue in effect until Contractor completes all of the Emergency Cleanup Work in relation to the Project.

4. Commencement:

Contractor shall commence the Emergency Cleanup Work associated with each Project as soon as possible and practicable after acceptance of same by Contractor and authorization to proceed (either orally or in writing) is provided by Client to Contractor. Upon such acceptance and notice, Contractor shall diligently pursue such Emergency Cleanup Work for the Project at issue until completion, including all response, clean-up and remediation work arising out of the Emergency Condition(s), and Client shall perform its obligations in accordance with the terms of the Agreement.

5. Payment:

Client shall pay Contractor for labor, equipment, materials, reporting and administrative tasks, services and other items furnished in the performance of the Emergency Cleanup Work until completion or until the earlier termination of this Agreement in accordance with Section 7. Client shall pay Contractor in accordance with Contractor's Time and Materials Rate Schedule Form No. 101, Revision 9A, dated March 4, 2005 as well as Contractor's Reimbursement Terms and Conditions for Time and Materials Contracts (attached hereto and incorporated herein by reference as Exhibit A) for the commensurate labor, equipment, material, and subcontracting efforts directed in the performance of the Emergency Cleanup Work.

CLIENT HEREBY ACKNOWLEDGES AND WARRANTS THAT IT HAS RECEIVED AND REVIEWED THE TIME AND MATERIALS RATE SCHEDULE AND THE REIMBURSEMENT TERMS AND CONDITIONS AND THAT THE TERMS AND RATES SET FORTH THEREIN ARE REASONABLE AND ACCEPTED BY CLIENT.

Contractor may, from time to time, at the request of Client, provide a best estimate for Contractor's cost in performing the Emergency Cleanup Work on a specific Project. Such estimate or quote given by Contractor is ONLY AN ESTIMATE and not a firm contract price nor a "not to exceed" price. Client acknowledges that, despite any estimate given by Contractor, Client shall pay the invoice submitted by Contractor in accordance with the Time and Materials Rate Schedule and the Reimbursement Terms and Conditions attached hereto and incorporated herein by reference as Exhibit A.

Client hereby acknowledges that Contractor may reasonably adjust its Blanket Rapid Response Services Agreement or Time and Materials Rate Schedule from time to time, but in no event will Contractor adjust its Time and Materials Rate Schedule during the course of a Project under this Agreement with Client. Adjustments in the Time and Materials Rate Schedule shall be made by Contractor prior to or subsequent to Contractor's Emergency Cleanup Work of a Project that is the subject of this Agreement. Such adjustment of the Time and Materials Rate Schedule shall become effective upon Contractor providing Client with written notice of the adjustments.

Client's obligation to fully compensate Contractor pursuant to this Agreement shall not be conditioned upon the types, amounts, or availability of Client's insurance coverage. This includes, but is not limited to, the amounts owed to HEPACO by Client in accordance with the contract documents and the HEPACO Time and Materials Rate Schedule attached hereto and incorporated herein by reference as Exhibit A. Any money received by Client from any insurance carrier, reinsurance, self-insurance, or other fund or any third party in relation to the Work performed by HEPACO shall be paid to HEPACO within three calendar days of receipt by Client. Under no circumstances shall the opinions or analysis of adjusters, auditors, consultants or other third parties have any bearing on the terms or rates of payment under this Agreement.

By signing on this page below, Client consents to use of its credit card for payment of services performed by Contractor under this Agreement. If Client chooses to utilize its credit card for payment of Contractor's services performed under this Agreement, Client shall fill out the following information:

Credit Card Type: _____ Card Number: _____ Exp. Date: _____

Exact Name as it Appears on Card: _____

Billing Address: _____

Authorized Representative's Signature: _____

By signing above, Client agrees that all information above is valid. Client further attests that its signature above is authorization for Contractor to utilize its credit card for payment related to services performed by Contractor under this Agreement.

6. Indemnification:

Each party hereby agrees to indemnify, save harmless and defend the other party from and against any and all liabilities, claims, penalties, suits, and costs and expenses incident hereto (including reasonable attorney's fees incurred by Contractor), which either party may hereafter incur, become responsible for or pay out as a result of performing Work on this project under this agreement including, but not limited to, death, personal injury to any person, destruction or damage to any property, contamination of or adverse effect on the environment, or any actual or alleged violation of any government law, ordinance, rule, regulations arising out of or related to Contractor's performance of the Work of this Agreement, except that nothing in this Agreement shall be construed to relieve either party for any liability arising out of the other party's negligence, whether said liability arises solely or in part out of such negligence.

7. Termination of Agreement:

This Agreement may be terminated only as follows:

- a. **Without Cause:** Either party may terminate this Agreement without cause upon not less than sixty (60) days prior written notice.
- b. **For Cause:** Either party may terminate this Agreement at any time with cause if either party fails to keep, observe, or perform a material term, agreement, or provision of this Agreement and such breach remains unremedied for a continuous period of thirty (30) days after receipt of written notice from the non-defaulting party stating the specific default; provided, however, that if the breach cannot be reasonably cured within thirty (30) days, the defaulting party shall have a reasonable time within which to cure the default.
- c. **Termination of Agreement With or Without Cause by Either Party:** All outstanding monies due Contractor for work performed prior to the termination of this Agreement, plus overhead and profit in relation to the same, shall be due and payable as provided in Paragraph 5 above and Paragraph 9 of the Reimbursement Terms and Conditions for Time and Materials Contracts. All costs incurred by Contractor specified in the Time and Materials Rate Schedule prior to the termination of this Agreement, as well as the cost of securing the Site, work required to leave the Site in a reasonably safe condition, all demobilization costs, all costs and materials that cannot be returned, all restocking charges incurred, and all costs as specifically provided for in Paragraph 5, Paragraph 7, and Paragraph 8 below, shall be paid to Contractor as provided in Paragraph 5 above and Paragraph 9 of the Reimbursement Terms and Conditions for Time and Materials Contracts.

In the event of a termination for an alleged default by the Contractor, the Contractor shall be entitled to the payment specified herein within thirty (30) days of the termination, such payment being subject to adjustment at a later date following a final adjudication of the rights and liabilities of Client and Contractor by arbitration or a court of competent jurisdiction.

8. Arbitration:

All claims, disputes, and other matters or questions arising out of or relating to this Agreement shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. Judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof.

Contractor and Client expressly agree that the arbitrator(s) shall have the power and authority to grant reasonable attorneys' fees (including attorneys' fees based upon a contingency fee agreement) and costs incurred in resolving any claim or dispute arising out of or relating to this Agreement and, further, that the prevailing party shall be entitled to recover such reasonable attorneys' fees and costs. Such costs shall include, but are not limited to, any costs recoverable pursuant to the General Statutes of North Carolina, any filing or administrative fees of the American Arbitration Association, the cost of obtaining a hearing room for the arbitration proceedings, witness fees and costs (including both party and nonparty witnesses), the preparation of arbitration exhibits, and compensation of the arbitrator(s). HEPACO's witness fees and preparation cost will be calculated as provided in Paragraph 8 of the attached and incorporated Time and Materials Rate Schedule and the Reimbursement Terms and Conditions and will include, but are not limited to, travel costs, salary, meals, and lodging for any such HEPACO personnel.

The Demand for Arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. A Demand for Arbitration shall be made within a reasonable time after the claim, dispute or other matter relating to the Agreement has arisen, and in no event shall be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter will be barred by the applicable statute of limitations. The hearings will commence on or before 180 days after the demand for arbitration is filed. The hearing will continue on consecutive business days until the proceedings are concluded.

With respect to any arbitration, the parties agree that the arbitrator(s) shall follow and give effect to each party's contract rights and responsibilities, and that those rights shall be interpreted and enforced in a manner consistent with the laws of the State of North Carolina. The failure of the arbitrator(s) to give effect to the contract, or render a decision that is inconsistent with North Carolina law shall be grounds for an appeal by Contractor. Any such appeal shall be heard by an appropriate Superior Court, Mecklenburg County, North Carolina.

9. Notice:

Any notice or other communication to be given under this Agreement shall be in writing and effective when delivered personally or through private delivery services (e.g., Federal Express), when mailed by certified mail, return receipt requested, or by facsimile as follows:

HEPACO, Inc.
P.O. Box 26308, Charlotte, North Carolina 28221-6308
ATTN: Ronald L. Horton, Sr.
Telephone: (704) 598-9782 • Facsimile: (704) 598-7823

CLIENT: Warehouse 86

Address: 481 Airport Industrial DR. Suite 110 Charlotte NC

Telephone: _____

Facsimile: _____

e-mail: _____

10. Law and Venue:

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. This Agreement shall also be deemed to have been made under the laws of the State of North Carolina. All arbitrations or other proceedings between Contractor and Client arising out of or relating to this Agreement shall be conducted in Charlotte, Mecklenburg County, North Carolina.

11. Severability:

If any provision of this Agreement or its application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and application of its provisions to the other persons or circumstances shall not be affected and shall be enforced to the greatest extent permitted by law.

12. Assignment:

This Agreement may not be assigned by either party without the prior written consent of the other party and shall be binding upon and shall endure to the benefit of all approved transferees, assigns, and successors in interest of any kind of the parties hereto.

13. Headings:

The headings contained in this Agreement are for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

14. Entire Agreement:

This Agreement, including the Time and Material Rate Schedule and the Reimbursement Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by reference, represents the entire understanding and agreement between the parties hereto relating to the Emergency Cleanup Work and follow-up Remediation Work, and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the same. No amendment or modifications to this Agreement or any waiver of any provision hereof shall be effective unless in writing signed by the party so to be bound thereby.

CLIENT ACKNOWLEDGES HAVING HAD AN OPPORTUNITY TO HAVE THE TERMS OF THIS AGREEMENT, AS WELL AS ANY ATTACHMENTS HERETO, REVIEWED BY LEGAL COUNSEL PRIOR TO THE EXECUTION HEREOF AND, FURTHER, CLIENT ACKNOWLEDGES THAT THE TERMS HEREIN ARE REASONABLE.

CONTRACTOR: HEPACO Inc.

BY: _____

Printed Name: NEVILLE ANDERSON

Title: Vice President

Date: 4/3/07

Time: 10:00

☒ a.m. ☐ p.m.

CLIENT: Warehouse 86

BY: _____

Printed Name: Eric L. Eilertsen

Title: CEO, WSG

Date: 3-21-07

Time: 3:00

☐ a.m. ☒ p.m.



EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

	JOB CATEGORY	HOURLY RATES		
		Straight Time	Premium Rates	
			Overtime	Holiday Time
L1	Principal/Officer	\$125.00	\$125.00	\$250.00
L2	Specialist High Hazards	\$162.00	\$243.00	\$324.00
L3	Specialist Chemical Transfer	\$135.00	\$202.50	\$270.00
L4	Emergency Response Manager	\$125.00	\$187.50	\$250.00
L5	Certified Industrial Hygienist	\$115.00	\$172.50	\$230.00
L6	Project Manager	\$110.00	\$165.00	\$220.00
L7	IT/Communication Manager	\$110.00	\$165.00	\$220.00
L8	Technician High Hazards	\$108.00	\$162.00	\$216.00
L9	Senior Health/Safety Specialist	\$90.00	\$135.00	\$180.00
L10	Project Engineer, Senior Engineer, Geologist	\$70.00	\$105.00	\$140.00
L11	Regulatory Manager	\$85.00	\$127.50	\$170.00
L12	Technician Chemical Transfer	\$81.00	\$121.50	\$162.00
L13	Chemist/T&D Coordinator, Soil Scientist	\$80.00	\$120.00	\$160.00
L14	Safety & Training Specialist	\$70.00	\$105.00	\$140.00
L15	Supervisor/General	\$70.00	\$105.00	\$140.00
L16	Team Leader	\$70.00	\$105.00	\$140.00
L17	Boat Captain	\$63.00	\$94.50	\$126.00
L18	Foreman/General	\$56.00	\$84.00	\$112.00
L19	Mech./Carp./Welder/Elect./Plumb.	\$55.00	\$82.50	\$110.00
L20	Equipment Operator	\$54.00	\$81.00	\$108.00
L21	Supervisor (ACM, Lead, IAQ)	\$53.00	\$79.50	\$106.00
L22	Truck Driver	\$50.00	\$75.00	\$100.00
L23	Spill Response Technician	\$48.50	\$72.75	\$97.00
L24	Technician	\$46.00	\$69.00	\$92.00
L25	Project Accountant	\$38.00	\$57.00	\$76.00
L26	Foreman (ACM)	\$36.00	\$54.00	\$72.00
L27	Technician – IAQ & Abatement	\$36.00	\$54.00	\$72.00
L28	Administrative Assistant	\$33.00	\$49.50	\$66.00
L29	Clerical	\$33.00	\$49.50	\$66.00
PER DIEM				
L30	Motel (as needed basis)	Cost + 20%		
L31	Per Diem	\$95.00 per day		
L32	Government Projects – Not to Exceed	FAR		
PERSONAL PROTECTIVE EQUIPMENT (PPE)				
PPE1	Level A (per Person) – Includes First SCBA Bottle	\$75.00	per hour	
PPE2	Level B (per Person) – Includes First SCBA Bottle	\$40.00	per hour	
PPE3	Level C (per Person) – Includes First Set of Filters	\$27.00	per hour	
PPE4	Level D (per Person)	\$7.50	per hour	
PPE5	Turn Out Gear	\$95.00	per hour	
PPE6	Lock Out/Tag Out Kit	\$10.00	per hour	
PPE7	Full Body Harness	\$12.00	per hour	
PPE8	Emergency Burn Kit	\$72.00	per hour	
PPE9	Blood-Borne Pathogen Kit	\$3.00	per hour	
PPE10	Portable Oxygen	\$4.50	per hour	
PPE11	Personnel Retrieval System	\$47.00	per hour	
PPE12	Retrieval Device (winch)	\$21.00	per hour	
PPE13	Cascade Air System	\$19.00	per hour per man	



EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

PPE14	Breathing Air Line	\$0.95	per hour per foot
PPE15	Escape Pack (5 minute)	\$6.50	per hour
PPE16	High Pressure Compressor (Grade D)	\$41.00	per hour
PPE17	Portable H.P. Vessel	\$79.00	per hour
PPE18	SCBA Bottles - Refill	\$40.00	each
PPE19	Portable Eye Wash Station	\$8.50	per hour
PPE20	Air Filtration Panel w/Alarms	\$33.00	per hour
PPE21	Chest Waders	\$10.00	per hour
PPE22	First Aid Station	\$4.00	per hour (plus expendables)
PPE23	Life Jacket	\$2.50	per hour
PPE24	Cool Vest	\$15.00	per hour
PPE25	Flash Suits	\$41.00	per hour
PPE26	Rain Suits	\$6.00	per hour
PPE27	Nomex Coveralls	\$28.00	per hour
PPE28	Orange Safety Vests	\$1.00	per hour
PPE29	Wader Boots	\$6.00	per hour
PPE30	PVC Steel Toe Boots	\$5.00	per hour
PPE31	Steel Toe Rubber Boots	\$4.00	per hour
PPE32	Chemical Boots	\$9.00	per hour
PPE33	Firefighting Boots	\$22.00	per hour
PPE34	Lanyard	\$3.00	per hour
VEHICLES - ROLLING STOCK			
V1	Mobile Command Center (53')	\$185.00	per hour
V2	Command Center Trailer 30'	\$96.00	per hour
V3	Emergency Response Trailer (12' to 14')	\$54.00	per hour
V4	Emergency Response Trailer (24')	\$83.00	per hour
V5	Emergency Response Trailer (32')	\$93.00	per hour
V6	Chemical Transfer Trailer	\$71.00	per hour
V7	Boom Trailer 18' (Boom not included)	\$36.00	per hour
V8	Boom Trailer 24" (Boom not included)	\$47.00	per hour
V9	Decontamination Trailer	\$38.00	per hour
V10	End Dump Trailer	\$65.00	per hour
V11	Road Tractor	\$65.00	per hour
V12	Stainless Steel Vac Tanker	\$107.00	per hour
V13	Stainless Steel Tanker	\$95.00	per hour
V14	Tanker with Vain Pump	\$92.00	per hour
V15	406 Tanker	\$85.00	per hour
V16	Frame Truck	\$46.00	per hour
V17	10 Ton Boom Truck	\$63.00	per hour
V18	15 Ton Boom Truck	\$67.00	per hour
V19	Service Truck	\$35.00	per hour
V20	Flat Trailer (up to 10 ton)	\$10.00	per hour
V21	Flat Trailer (10 ton - 25 ton)	\$35.00	per hour
V22	Flat Trailer (25 ton - 55 ton)	\$45.00	per hour
V23	VTU Trailer	\$16.00	per hour
V24	12' - 16' Utility Trailer	\$14.00	per hour
V25	Vacuum Truck (3,000-3,500 Gal.)	\$125.00	per hour
V26	Liquid Ring Vacuum Truck	\$150.00	per hour
V27	Air Mover Vacuum Truck w/ Rotary Vane	\$175.00	per hour
V28	Hydroblast Truck	\$260.00	per hour



EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

V29	HyRail Vacuum Truck	\$245.00	per hour
V30	Vacuum Truck/Trailer Clean Out Charge	\$400.00	each
V31	Vec Loader (Stainless Steel)	\$142.50	per hour
V32	Vacuum Traller (1,200 Gal.)	\$45.00	per hour
V33	Thermal Oxidizer Unit	\$3,200.00	per week
V34	Pick-up Truck (3/4 Ton and 1/2 Ton)	\$14.00	per hour
V35	Pick-up Truck (Crew Cab 3/4 Ton)	\$22.00	per hour
V36	Pick-Up Truck (Crew Cab 1 Ton)	\$16.00	per hour
V37	Pick-up Truck (4 Wheel Drive)	\$18.00	per hour
V38	1 Ton Flatbed	\$22.00	per hour
V39	1 Ton Flatbed (Crew Cab)	\$20.00	per hour
V40	1 Ton Flatbed (4 Wheel Drive)	\$22.00	per hour
V41	1 Ton Flatbed (Crew Cab / 4 Wheel Drive)	\$27.00	per hour
V42	Sport Utility Vehicle	\$22.00	per hour
V43	ATV Vehicles	\$32.00	per hour
V44	Crew Van	\$16.00	per hour
V45	Passenger Sedan	\$14.00	per hour
V46	Box Truck (16' to 24')	\$32.00	per hour
V47	Box Truck (10' to 14')	\$22.00	per hour
V48	Cube Van	\$18.00	per hour
V49	Dump Truck	\$46.00	per hour
V50	45' Box Trailer	\$10.00	per hour
V51	High Pressure Type C Compressor & Trailer	\$77.00	per hour
V52	Ventilation/Decontamination Trailer	\$200.00	per hour
V53	Vehicle Use - Pick-Ups, Vans, Cars	\$0.50	per mile
V54	Vehicle Use - Large Trucks	\$1.87	per mile
V55	Decontamination Charge	Cost + 20%	
V56	Miscellaneous Rentals	Cost + 20%	
BOATS AND MARINE EQUIPMENT			
B1	21 Ft. Seacat - (Twin Screw)	\$90.00	per hour
B2	Sea Doo	\$70.00	per hour
B3	Workboat (21' - 30')	\$57.00	per hour
B4	Workboat (17' - 20')	\$34.00	per hour
B5	Workboat (12' - 16')	\$32.00	per hour
B6	Workboat (up to 12')	\$12.00	per hour
B7	Boat Motor (15 - 30 HP)	\$20.00	per hour
B8	Boat Motor (31 - 50 HP)	\$40.00	per hour
B9	OSRV 56' Steel Hull Workboat	\$250.00	per hour
B10	OSRV 65' Crew Workboard	\$350.00	per hour
B11	Anchor - (10 - 100 lb.)	\$5.00	per hour
HEAVY EQUIPMENT			
HEQ1	Backhoe 416B	\$35.00	per hour
HEQ2	Backhoe 416B - Extend-A-Hoe / 4-in-one Bucket	\$44.00	per hour
HEQ3	Backhoe 416B - 4WD Extend-A-Hoe / 4-in-one Bucket	\$50.00	per hour
HEQ4	Backhoe 416C IT	\$55.00	per hour
HEQ5	Bobcat	\$32.50	per hour
HEQ6	Bobcat Sweeper Attachment (when rented with Bobcat)	\$8.00	per hour
HEQ7	Bobcat Sweeper Brush Wear in addition to Sweeper Rental	\$150.00	per inch diameter
HEQ8	Bobcat Fork Attachment (when rented with Bobcat)	\$9.00	per hour



EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

HEQ9	Bobcat Trailer (when rented with Bobcat)	\$10.00	per hour
HEQ10	5000-Lb Forklift – All Terrain 4 x 4	\$60.00	per hour
HEQ11	Forklift – Telescopic Boom Material Handler	\$50.00	per hour
HEQ12	1/2 Yard Skid Steer	\$50.00	per hour
HEQ13	JD 544 Rubber Tire Loader or equivalent	\$68.00	per hour
HEQ14	JD 644 Rubber Tire Loader or equivalent	\$92.00	per hour
HEQ15	JD 744 Rubber Tire Loader or equivalent	\$156.00	per hour
HEQ16	CAT 943 Track Loader or equivalent	\$59.00	per hour
HEQ17	CAT 953 Track Loader or equivalent	\$89.00	per hour
HEQ18	CAT 963 Track Loader or equivalent	\$105.00	per hour
HEQ19	Mini Excavator	\$42.00	per hour
HEQ20	PC 150 Excavator or equivalent	\$78.00	per hour
HEQ21	PC 220 Excavator or equivalent	\$117.00	per hour
HEQ22	PC 300 Excavator or equivalent	\$130.00	per hour
HEQ23	D4 Bulldozer or equivalent	\$69.00	per hour
HEQ24	D5 Bulldozer or equivalent	\$78.00	per hour
HEQ25	D6 Bulldozer or equivalent	\$111.00	per hour
HEQ26	Hydraulic Drum / Claw Grapppler	\$48.00	per hour
HEQ27	Double Barrel Fork Lift Grapppler	\$10.00	per hour
HEQ28	Hydraulic Shears 490 Ton	\$165.00	per hour
HEQ29	Hydraulic Shears 200 Ton	\$81.00	per hour
HEQ30	Hydraulic Ho-Ram 215/330	\$35.00	per hour
HEQ31	Hydraulic Ho-Ram 580	\$19.00	per hour
HEQ32	Hydraulic Ho Ram Bobcat	\$13.00	per hour
HEQ33	Hydraulic Power Pack	\$94.00	per hour
HEQ34	Man Lift- Scissor to 26'	\$27.00	per hour
HEQ35	Man Lift – Snorkel to 40'	\$44.00	per hour
HEQ36	Drill Rig - Mobile B47	\$260.00	per hour
HEQ37	Drill Rig - Mobile B53, 4WD	\$330.00	per hour
HEQ38	Geoprobe Direct Push Sampler	\$240.00	per hour
HEQ39	Pressure Grouting Machine	\$260.00	per hour
HEQ40	Fuel, Maintenance, & Mobilization	Cost + 20%	
RECOVERY / TREATMENT / STORAGE EQUIPMENT			
R1	72" Barrel Skimmer	\$182.00	per hour
R2	36" Barrel Skimmer	\$100.00	per hour
R3	Manta Ray Skimmer	\$68.00	per hour
R4	Duck Bill Skimmer	\$37.00	per hour
R5	High Speed Weir Skimmer 450 HP	\$150.00	per hour
R6	Oil Mop w/100' x 4" Mop	\$59.00	per hour
R7	Oil Recovery System Scavenger	\$19.00	per hour
R8	Up to 17" Containment Boom (per foot)	\$0.28	per hour
R9	18" Containment Boom (per foot)	\$0.35	per hour
R10	Shower Filtration Pump	\$6.00	per hour
R11	Centrifugal Pump	\$40.00	per hour + REBUILD
R12	Pneumatic Pump	\$44.00	per hour + REBUILD
R13	B-K Hand Pump	\$9.00	per hour + REBUILD
R14	GrandFos 2" Redi-flo Pump	\$18.00	per hour + REBUILD
R15	1" Electric Pump	\$8.00	per hour + REBUILD
R16	1" Polypropylene Pump	\$16.00	per hour + REBUILD
R17	Submersible (2") Pump	\$37.00	per hour + REBUILD



EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

R18	2" Viton Pump	\$44.00	per hour + REBUILD
R19	2" Stainless Steel Diaphragm Pump	\$31.00	per hour + REBUILD
R20	2" Diaphragm Pump	\$31.00	per hour + REBUILD
R21	2" Trash Pump	\$24.00	per hour + REBUILD
R22	3" Diaphragm Pump	\$35.00	per hour + REBUILD
R23	3" Stainless Steel Pump	\$38.00	per hour + REBUILD
R24	3" Trash Pump	\$28.00	per hour + REBUILD
R25	4" Diaphragm Pump	\$38.00	per hour + REBUILD
R26	PVC Siphon Pump	\$10.00	per hour + REBUILD
R27	Corken Pump	\$107.00	per hour + REBUILD
R28	Rotary Vain Pump (3")	\$82.00	per hour + REBUILD
R29	¾" – 1" Acid Hose	\$2.78	per foot per hour
R30	Air Tool Hose	\$0.20	per foot per hour
R31	Industrial Water Hose	\$0.12	per foot per hour
R32	Fire Hose	\$1.38	per foot per hour
R33	2" Discharge Hose	\$0.41	per foot per hour
R34	3" Discharge Hose	\$0.70	per foot per hour
R35	2" Chemical Suction Hose	\$3.30	per foot per hour
R36	3" Chemical Suction Hose	\$5.22	per foot per hour
R37	2" Reg. Suction Hose	\$0.83	per foot per hour
R38	3" Reg. Suction Hose	\$1.26	per foot per hour
R39	4"/6" Reg. Suction Hose	\$1.95	per foot per hour
R40	4"/6" Chemical Suction Hose	\$6.50	per foot per hour
R41	Flex Vacuum Hose (Up to 6" diameter)	\$0.57	per foot per hour
R42	6" Aluminum Vacuum Pipe	\$1.70	per foot per hour
R43	6" Aluminum Fittings (90's, 45's, etc.)	\$5.75	per hour
R44	6" Aluminum Wye's	\$13.25	per hour
R45	Hydraulic Hose	\$1.00	per foot per hour
R46	Steam Hose	\$4.50	per foot per hour
R47	Anhydrous Ammonia Hose	\$6.76	per foot per hour
R48	Liquefied Petroleum Gas Hose	\$5.00	per foot per hour
R49	Monel/Chlorine Hose	\$11.00	per foot per hour
R50	Polyethylene, Cross Link Hose	\$2.88	per foot per hour
R51	Teflon, Rubber Jacketed Hose	\$7.50	per foot per hour
R52	Teflon, Stainless Steel Wrapped Hose (1")	\$7.50	per foot per hour
R53	Teflon, Stainless Steel Wrapped Hose (2")	\$10.50	per foot per hour
R54	Stainless Steel Transfer Hose (2")	\$4.12	per foot per hour
R55	Stainless Steel Transfer Hose (1")	\$3.50	per foot per hour
R56	Truck Mounted Compressor	\$22.00	per hour
R57	125 CFM Air Compressor (without fuel)	\$18.00	per hour
R58	185 CFM Air Compressor (without Fuel)	\$21.00	per hour
R59	825 CFM Compressor	\$54.00	per hour
R60	Corken Compressor	\$137.00	per hour + REBUILD
R61	Boiler (up to 40 HP)	\$100.00	per hour
R62	Boiler (40 - 75 HP)	\$180.00	per hour
R63	Digital Tachometer	\$3.00	per hour
R64	Standard Fittings Charge for Transfer	\$69.00	per hour
R65	Inert Purging System (nitrogen not included)	\$27.00	per hour
R66	Betts Emergency Unloading Fixture	\$182.00	per hour
R67	Holding Pool 10K (w/o Liner)	\$30.00	per hour



EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

R68	Holding Pool 50K (w/o Liner)	\$56.00	per hour
R69	Flash Mixer	\$8.00	per hour
R70	Fuel Cell (50 Gal.)	\$10.00	per hour
R71	Poly/Steel Tank 250 to 500 Gal.	\$7.00	per hour
R72	Poly Tank 501 to 1,000 Gal.	\$13.00	per hour
R73	Poly Tank 1,001 to 2,000 Gal.	\$19.00	per hour
R74	Poly Tank 2,000 to 2,500 Gal.	\$28.00	per hour
R75	Poly Tank 2,501 to 5,000 Gal.	\$50.00	per hour
R76	21,000 Gallon Frac Tank	\$13.00	per hour
R77	21,000 Gallon Frac Tank Stainless	\$31.00	per hour
R78	Roll Off Box	\$5.00	per hour
R79	Sludge Box	\$6.00	per hour
R80	Hazwaste Box	\$9.00	per hour
R81	Vacuum Box	\$10.00	per hour
R82	Drum Vacuum - single head	\$32.00	per hour
R83	Drum Vacuum - dual head	\$38.00	per hour
R84	Mixing Bucket Attachment	\$65.00	per hour
R85	Mobile Groundwater Treatment Unit	\$190.00	per hour
R86	Mobile Liquid Ring Groundwater Treatment Unit	\$275.00	per hour
R87	Oil Water Separator (10 GPM)	\$95.00	per hour
R88	2" Portable Bag Filter (100 GPM)	\$180.00	per hour
R89	Carbon Filter (800 - 1,200 lb.)	\$130.00	per hour
R90	Carbon Filter (400 lb.)	\$95.00	per hour
R91	Carbon Filter (200 lb.)	\$75.00	per hour
R92	Haz Hammock	\$55.00	per hour
R93	Hose & Equipment, Cleaning, Repair	Cost + 20%	
MISCELLANEOUS EQUIPMENT			
ME1	Tent	\$28.00	per hour
ME2	Portable Light Stand	\$37.00	per hour
ME3	Intrinsically Safe Light	\$18.00	per hour
ME4	Light Plant	\$38.00	per hour
ME5	Water Heater	\$9.00	per hour
ME6	Space Heater	\$12.00	per hour
ME7	Pipe Threader / Tripart Pipe Stand/Roller Stand	\$47.00	per hour
ME8	Portable Lights	\$5.00	per hour
ME9	Water Cooler	\$2.00	per hour
ME10	Safety Fence	\$1.00	per foot per hour
ME11	Air Tank	\$2.00	per hour
ME12	Drain Pan	\$2.00	per hour
ME13	Pump Sprayer	\$5.00	per hour
ME14	Drill	\$5.00	per hour
ME15	Sawzall	\$5.00	per hour
ME16	Pig Tail	\$4.00	per hour
ME17	Sand Blaster	\$19.00	per hour
ME18	350 AMP Welder	\$45.00	per hour
ME19	Cutting Torch	\$3.00	per hour
ME20	GFCI Plugs	\$4.00	per hour
ME21	GFI Circuit Panel Boards	\$16.00	per hour
ME22	Battery Charger	\$8.00	per hour
ME23	Generator - Up to 5 KW	\$27.00	per hour



EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

ME24	Generator - 6-30 KW	\$45.00	per hour
ME25	Generator - 30-50 KW	\$60.00	per hour
ME26	Generator - 51-100 KW	\$75.00	per hour
ME27	Extension Cords (Each)	\$3.00	per hour
ME28	Grounding Cable & Rod (Each)	\$10.00	per hour
ME29	Airless Sprayer - Standard	\$10.00	per hour
ME30	Airless Sprayer - 30 to 1	\$22.00	per hour
ME31	Airless Sprayer - 45 to 1	\$29.00	per hour
ME32	Steam Cleaner	\$41.00	per hour
ME33	Pressure Cleaner - 2500 psi	\$48.00	per hour
ME34	Hot Water Pressure Washer 3000/4000 psi	\$53.00	per hour
ME35	High Pressure Washer - 10,000 psi (28 gal/min)	\$110.00	per hour
ME36	High Pressure Washer - 10,000 psi (70 gal/ min)	\$148.00	per hour
ME37	Scaffolding & Rigging (Per Section)	\$7.00	per hour
ME38	Air Blower	\$4.00	per hour
ME39	Roof Saw	\$34.00	per hour
ME40	Chain Saw	\$15.00	per hour
ME41	Skill Saw	\$6.00	per hour
ME42	Cut Off Saw	\$34.00	per hour
ME43	Weedeater	\$6.00	per hour
ME44	Wind Resistant DOT Sign Stand	\$12.00	per hour
ME45	Lane Closure Sign	\$4.00	per hour
ME46	DOT Barrel with Base	\$2.00	per hour
ME47	36" DOT Traffic Cone	\$1.50	per hour
ME48	Stop / Slow Hand Held Sign	\$1.00	per hour
ME49	Traffic Flags	\$1.00	per hour
ME50	Triangle Reflector	\$1.00	per hour
ME51	Ventilator	\$20.00	per hour
ME52	Triangle Flare Kit	\$2.00	per hour
ME53	Drum Wrench	\$2.00	per hour
ME54	Infrared VAT Machine	\$20.00	per hour
ME55	Concrete Saw (Walk Behind)	\$22.00	per hour
ME56	Shop Vac	\$3.00	per hour
ME57	Mercury Vac	\$35.00	per hour
ME58	HEPA Vac	\$22.00	per hour
ME59	Back Vac	\$11.00	per hour
ME60	AFD/Negative Air Machine (w/o Filters)	\$19.00	per hour
ME61	Non-Sparking Tool Set (Reconditioning Additional, if required)	\$38.00	per hour
ME62	Tanker Tapping Kit	\$41.00	per hour
ME63	Dome Clamps (Each)	\$8.00	per hour
ME64	Midland Kit	\$195.00	per hour
ME65	"A", "B", or "C" Kit	\$135.00	per hour
ME66	Tank Cleaning Nozzles 2"	\$18.00	per hour
ME67	Tank Cutter	\$5.00	per hour
ME68	Demolition Hammer	\$32.00	per hour
ME69	Floor Scrubber	\$12.00	per hour
ME70	Inert Gas Powered Tools (Each)	\$41.00	per hour
ME71	Air Tools (Each)	\$6.00	per hour
ME72	Debris Cart	\$4.00	per hour



EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

ME73	Wheelbarrow	\$2.00	per hour
ME74	Pallet Jack	\$12.00	per hour
ME75	Step Ladders	\$2.00	per hour
ME76	Extension Ladders	\$6.00	per hour
ME77	Quick Frame II	\$850.00	per hour
ME78	Quick Frame III	\$1,275.00	per hour
ME79	Pro Mag VI	\$3,300.00	per hour
ME80	Fuel Cans	\$2.00	per hour
ME81	Blast Protection Shield	\$32.00	per hour
ME82	Cylinder Containment Device	\$200.00	per hour
ME83	Cylinder Tapping Device	\$400.00	per hour
ME84	Drum Dolly	\$6.00	per hour
ME85	Drum Lifter	\$7.00	per hour
ME86	Drum Opener (Remote)	\$63.00	per hour
ME87	Drum Sling	\$9.00	per hour
ME88	Drum Hoist	\$8.00	per hour
ME89	Portable Shower	\$9.00	per hour
ME90	Portable Latrine	\$12.00	per hour
ME91	Rotary Brush & Air Wash System	\$27.00	per hour
ME92	Carpet Extractor (4 Gallon)	\$22.00	per hour
ME93	Air Mover Fan	\$9.00	per hour
ME94	Wall Drying Device	\$34.00	per hour
ME95	Dehumidifier	\$26.00	per hour
ME96	Air Scrubber (Filters not included)	\$47.00	per hour
ME97	Fire Extinguisher	\$5.00	per hour
ME98	Miscellaneous	Cost + 20%	
MATERIALS/DISPOSABLES			
M1	Sandblasting Sand (50 - Lb.)	\$32.00	each
M2	Filtration Sand (No. 20)	\$25.00	each
M3	Carbon GAX 40 - 50 Lb. Bag	\$240.00	each
M4	Oil Pillows	\$9.00	each
M5	Absorbent Clay (50 Lb.)	\$15.00	each
M6	Citric Acid (50 lb.)	\$153.00	each
M7	Hydrochloric Acid	\$4.25	gallon
M8	Lime-Bag	\$20.00	each
M9	Lime, Posi / Kiln (Drum)	\$240.00	each
M10	Oil Dry (Bag)	\$10.00	each
M11	Vermiculite (Bag)	\$22.00	each
M12	Soda Ash - 50 Lb. (Bag)	\$45.00	each
M13	Sodium Hypochlorite Solution, 15%	\$9.50	gallon
M14	Sulfamic Acid (50 lb.)	\$57.00	bag
M15	Oil Gator - 30 Lb. (Bag)	\$50.00	each
M16	Sphag - Oil Sorb (Bag)	\$32.00	each
M17	Acid Gator - 25 Lb. (Bag)	\$47.00	each
M18	Gator Wash/Shure solve /Citra Solve	\$45.00	gallon
M19	Stabilizers & Inhibitors	\$35.00	gallon
M20	12 x 16 Tarp	\$35.00	each
M21	Caution Tape	\$32.00	each
M22	Decon Chamber	\$260.00	each
M23	Towels	\$8.00	each



EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

M24	Spray Adhesive	\$17.00	each
M25	Encapsulant (Gallon)	\$18.00	each
M26	Mastic Remover (Gallon)	\$18.00	each
M27	Glovebag	\$27.00	each
M28	Trash Bag	\$2.00	each
M29	Detergent	\$9.00	each
M30	Cotton Rags (per pound)	\$3.00	each
M31	Acid Socks	\$40.00	each
M32	Petroleum Socks	\$20.00	each
M33	3" x4" Mini-Boom	\$75.00	each
M34	Absorbent Pads - Chemical	\$15.00	each
M35	Trash Can	\$28.00	each
M36	5 Gallon Bucket	\$10.00	each
M37	610 Polyethylene	\$75.00	each
M38	420 Polyethylene	\$60.00	each
M39	620 Polyethylene	\$90.00	each
M40	10,000 Gallon PVC Pool Liners	\$370.00	each
M41	25,000 Gallon PVC Pool Liners	\$792.00	each
M42	50,000 Gallon PVC Pool Liners	\$1,074.00	each
M43	Poly Bags - 6 Mil	\$3.00	each
M44	Duct Tape	\$7.00	each
M45	DOT & Hazardous Waste Labels	\$5.00	each
M46	55 Gallon Drum Liners - 10 Mil	\$6.00	each
M47	Roll Off Liners	\$75.00	each
M48	17H 55 Gallon - Reconditioned Drums	\$65.00	each
M49	17E 55 Gallon - Reconditioned Drums	\$65.00	each
M50	Fiber Drums - 5 Gallons	\$54.00	each
M51	Fiber Drums - 30 to 40 Gallons	\$65.00	each
M52	15 Gallon Poly/Steel Drums	\$55.00	each
M53	20 Gallon Poly/Steel Drums	\$45.00	each
M54	30 Gallon Poly/Steel Drums	\$71.00	each
M55	55 Gallon Poly Drums	\$80.00	each
M56	85 Gallon Recovery Drums - Steel	\$226.00	each
M57	85 Gallon Recovery Drums - Plastic	\$285.00	each
M58	Drum Sucker, PVC, 2"	\$81.00	each
M59	Absorbent Boom - Disposable - 4"	\$90.00	each
M60	Absorbent Boom - Disposable - 5" Double	\$214.00	each
M61	Absorbent Boom - Disposable - 8"	\$176.00	each
M62	Absorbent Pads (Bundle) - Universal	\$125.00	each
M63	50 Micron Filters	\$10.00	each
M64	25 Micron Filters	\$11.00	each
M65	5 Micron Filters	\$25.00	each
M66	Cloth Gloves	\$4.50	each
M67	Neoprene Gloves	\$14.00	each
M68	Leather Work Gloves (Pair)	\$21.00	each
M69	Cotton Glove Liner (Pair)	\$3.50	each
M70	Natural Rubber Gloves (Pair)	\$41.00	each
M71	Nitrile Gloves (Pair)	\$19.50	each
M72	Silver Shield Gloves (Pair)	\$37.00	each
M73	Latex Gloves (Pair)	\$1.00	each



EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

M74	Butyl Gloves	\$40.00	each
M75	PVC or PVA Gloves	\$40.00	each
M76	Nomex Gloves	\$112.00	each
M77	Acid Suits	\$165.00	each
M78	Polypropylene Suit	\$7.00	each
M79	Coated Tyvek Suit	\$14.00	each
M80	Tyvek Suit	\$11.50	each
M81	Level A Suits	\$1,100.00	each
M82	Level B Suits	\$435.00	each
M83	Saranex / with hoods	\$28.00	each
M84	Saranex / without hoods	\$22.00	each
M85	Latex Over-Boots	\$7.50	each
M86	Boot Covers	\$6.25	each
M87	Fire Extinguisher - Recharge	\$40.00	each
M88	CO ₂ Bottle Recharge	\$30.00	each
M89	Hazard Tape (Roll)	\$35.00	each
M90	Plug & Patch Kit	\$95.00	each
M91	Wood Plug Kit	\$75.00	each
M92	SP3 Cartridges	\$15.00	each
M93	OVP 100 Cartridges	\$18.00	each
M94	Combination Cartridges	\$22.00	each
M95	Acid Gas Cartridges	\$19.00	each
M96	CL/MV Cartridges	\$20.00	each
M97	Mercury Cartridges	\$32.00	each
M98	Mersorb, P-100	\$47.00	each
M99	HEPA Vacuum Bags	\$275.00	each
M100	Primary AFD Filters	\$5.00	each
M101	Secondary AFD Filters	\$10.00	each
M102	HEPA AFD Filters	\$150.00	each
M103	Splash Shields	\$6.00	each
M104	Caution Signage	\$2.00	each
M105	Batteries	\$2.00	each
M106	Decontamination Pools	\$25.00	each
M107	Decontamination Tool Drop Pools	\$5.00	each
M108	Decontamination Brushes	\$6.00	each
M109	Silicone Sealant / Tube	\$4.75	each
M110	Liquid Nails / Tube	\$4.50	each
M111	Butyl Sealant / Tube	\$5.50	each
M112	Mold & Mildew Spray Protectant (5 Gallons)	\$150.00	each
M113	Disinfectant Cleaner (5 Gallons)	\$70.00	each
M114	Evaporator Coil Cleaner	\$68.00	per gallon
M115	Duct Liner Adhesive / Insulation Sealer (5 Gallons)	\$270.00	each
M116	Fungicidal Protective Coating (5 Gallons)	\$380.00	each
M117	Bioremediation Accelerator	\$16.00	per pound
M118	Rupture Discs - General	\$60.00	each
M119	Rupture Disc - 2.5" ICD	\$144.00	each
M120	Rupture Disc - 3" ICD	\$167.00	each
M121	Safety Glasses (Replacement)	\$20.00	each
M122	Goggles/Face Shield	\$28.00	each
M123	Chemical Classifier Strip	\$27.00	each



EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

M124	Manway Gasket	\$375.00	each
M125	pH Paper	\$24.00	per package
M126	Sample Container	\$3.00	per hour
M127	Monitoring Cassettes	\$16.00	each
M128	Coliwasa Tubes	\$23.00	each
M129	1 Quart Sample Container Kit	\$2.00	per hour
M130	Detector Tubes	\$75.00	each
M131	Personnel Monitoring Badges (per contaminant)	\$100.00	each
M132	Swipe Sample Collection Kit	\$420.00	each
M133	Smart Ticket	\$190.00	each
M134	Half-Face Negative Pressure Respirator (w/o cartridges)	\$30.00	each
M135	Full-Face Negative Pressure Respirator (w/o cartridges)	\$210.00	each
M136	Powered Air Purifying Respirator	\$300.00	each
M137	Mercury Spill Kit	\$185.00	each
M138	Miscellaneous	Cost + 20%	
MONITORING/SAMPLING EQUIPMENT AND MATERIALS			
M/SE1	PID Meter	\$24.00	per hour
M/SE2	Portacount	\$45.00	per hour
M/SE3	Audio Dosimeter	\$17.00	per hour
M/SE4	Rotometer	\$12.00	per hour
M/SE5	Monometer	\$16.00	per hour
M/SE6	Soil Sample Kit	\$20.00	per hour
M/SE7	Level A Suit Test Kit	\$29.00	per hour
M/SE8	Sample Cooler	\$4.00	per hour
M/SE9	Area Monitors (each)	\$10.00	per hour
M/SE10	Chemical Guidance Manuals	\$4.00	per hour
M/SE11	Hand Auger Stainless Steel	\$5.00	per hour
M/SE12	Sludge Sampler	\$5.00	per hour
M/SE13	Scales	\$3.00	per hour
M/SE14	pH, SC Probes, Meter	\$5.00	per hour
M/SE15	Water Level Indicator	\$2.00	per hour
M/SE16	Pressure Transducer – week minimum	\$600.00	per week
M/SE17	Data Logger - minimum 4 day rental	\$140.00	per day
M/SE18	Toxic Gas Detectors (Individual Gas)	\$9.00	per hour
M/SE19	Free Product Probe	\$4.00	per hour
M/SE20	Automatic Sampler	\$44.00	per hour
M/SE21	Surveying Equipment	\$19.00	per hour
M/SE22	Sampler Pans (Stainless Steel)	\$2.00	per hour
M/SE23	Tank Sampling Device	\$9.00	per hour
M/SE24	Personnel Air Sampling Pumps (Low & Medium Flow)	\$8.00	per hour
M/SE25	High Volume Air Sampling Pump	\$20.00	per hour
M/SE26	Sample Pump Calibrator	\$11.00	per hour
M/SE27	Oxygen Detector	\$9.00	per hour
M/SE28	Explosion Meter	\$9.00	per hour
M/SE29	Drager Pump	\$6.00	per hour
M/SE30	Mono-Tox Detector	\$16.00	per hour
M/SE31	4 Gas Meter	\$36.00	per hour
M/SE32	Hazardous Characterization Kit	\$245.00	per test
M/SE33	Photographic Equipment (Plus Film & Development)	\$27.00	per day
M/SE34	GPS Unit	\$9.00	per hour



EXHIBIT A - TIME AND MATERIALS RATE SCHEDULE

M/SE35	Weather Station	\$6.00	per hour
M/SE36	Binoculars	\$6.00	per hour
M/SE37	PID w/3 Gas Meter	\$51.00	per hour
M/SE38	Radiation "Pancake" Meter	\$27.00	per hour
M/SE39	Chlorine Monitor	\$16.00	per hour
M/SE40	Mercury Monitor	\$75.00	per hour
M/SE41	Heat Stress Monitor – WBGT	\$33.00	per hour
M/SE42	HAZMAT Drager CMS Monitor	\$50.00	per hour
M/SE43	IAQ Anderson 6 stage Impactor	\$32.00	per hour
M/SE44	IAQ, CO, O2, Temperature, RH Monitor	\$32.00	per hour
M/SE45	FID Meter	\$31.00	per hour
M/SE46	Organic Vapor Analyzer	\$27.00	per hour
M/SE47	Ground Field Resistance Meter	\$38.00	per hour
M/SE48	Infrared Non Contact Thermometer	\$11.00	per hour
M/SE49	TestNet Equipment	\$275.00	per hour
COMMUNICATIONS EQUIPMENT			
C1	Portable Computer	\$8.00	per hour
C2	Field Printer	\$4.00	per hour
C3	Intrinsically Safe Communication Radios	\$11.00	per hour
C4	Portable Communication Radios	\$4.00	per hour
C5	Response Cellular Phones (Each)	\$8.00	per hour
C6	Mobile Broadband Access Unit	\$312.50	per hour
C7	Wireless Enabled Computer	\$25.00	per hour
C8	Satellite Communications Unit	\$687.50	per hour
C9	Remote Surveillance PTZ Camera	\$81.25	per hour
C10	Digital Video Recorder	\$150.00	per hour
C11	Video Camera	\$23.00	per hour
C12	Internet Protocol Telephone	\$18.75	per hour
DISPOSAL			
D1	Drum Storage (Each)	\$25.00	per day
D2	Non-Haz Solids Disposal	\$185.00	per drum
D3	Non-Haz Solids Disposal	\$60.00	per ton
D4	Non Haz Liquids Disposal	\$0.80	per gallon
D5	Non-Haz Sludge Disposal	\$225.00	per ton
D6	Waste Transportation	Cost + 20%	
D7	Miscellaneous Non-Haz Disposal	Cost + 20%	
D8	Hazardous Waste Disposal	Cost + 20%	
SUBCONTRACTORS			
S1	Subcontractors	Cost + 20%	
INSURANCE AND BONDING			
I1	Performance Bonds (if required)	4% of All Costs	
I2	Liability Insurance/Pollution Liability (Hazardous Materials and/or Emergency Response)	6% of All Costs	
I3	Liability Insurance (Asbestos, Lead, or Insulation	4% of All Costs	
Reimbursement Terms and Conditions			
Reimbursement terms and conditions shall be as set forth in the Reimbursement Terms and Conditions for Time and Materials Contracts attached hereto and incorporated herein by reference.			



Serious experience for serious times.

REIMBURSEMENT TERMS AND CONDITIONS FOR TIME AND MATERIALS CONTRACTS

All listed unit rates for labor categories and equipment items in HEPACO's Time and Materials Rate Schedule shall apply whenever such labor and/or equipment are required by the nature of the work, or by the Client, to be either in direct use or available for use. All charges are on a "portal-to-portal" basis from our office and/or equipment, vehicle, and personnel dispatch points. Specific terms and conditions for reimbursement of direct job costs are discussed below.

1. Mobilization/Demobilization

Rolling stock equipment (i.e., vehicles and trailers) and direct labor are charged to the project on a "portal-to-portal" basis. Also, all direct expenses associated with mobilization or demobilization, such as those incurred for crane rental or supply shipment, are billed directly to the Client, plus HEPACO's standard mark-up as shown on the Time and Materials Rate Schedule.

2. Per Diem

HEPACO pays each of its field workers a per diem when he or she is involved in job-related work and travels more than 50 miles from his or her work base. Full per diem covers breakfast, lunch, dinner, laundry, and incidental expenses.

3. Lodging Costs

HEPACO always seeks the most reasonably priced, practical lodging accommodations for its field crews. HEPACO crews are usually lodged two per room, except when accommodations for gender are required or in special circumstances approved by the Client. Supervisors, Project Managers, and other Senior Managers are lodged one per room. The Client is billed directly for all lodging costs plus HEPACO's standard mark-up as shown on the Time and Materials Rate Schedule.

4. Premium Rates

Time-and-one-half on Saturdays, before 7:00 A.M. or after 4:00 P.M., and/or after employee has exceeded 40 hours or if transferred from another location. Holiday rates apply on Sundays and all legal holidays. Minimum of 4 hours per employee plus the daily rate (8 hour minimum) per vehicle and/or related equipment call out charge.

5. Materials and Expenses

HEPACO charges for inventoried itemized materials at the rates listed on the Time and Materials Rate Schedule. Materials not generally obtained from inventory and not itemized on the Time and Materials Rate Schedule but purchased for the work are billed at their direct cost plus the mark-up shown on the Time and Materials Rate Schedule. Likewise, all direct expenses not itemized on the rate schedule but incurred as part of the work, such as subcontracted services, are billed at cost plus the listed mark-up. Insurance and Bonding is billed as shown on the Time and Materials Rate Schedule under Insurance and Bonding.

6. Stand-By

HEPACO guarantees a minimum of 40 hours pay per week to its non-exempt employees when they are assigned to, and present on, a project. Therefore, labor stand-by due to adverse weather conditions or to delays incurred through no fault of HEPACO or its subcontractors will result in labor charges at Straight Time Rates for all stand-by hours up to 8 hours per day and 40 hours per week per worker. In addition, stand-by hours shall accrue toward overtime charges in the same manner as straight time work (see Item 4). During such periods, HEPACO may at its own discretion, demobilize workers if no adverse effect on job performance is caused. In such cases, the Client shall not be further charged for stand-by costs of such workers. The Client may request that workers be demobilized, but in such cases shall be responsible for demobilization costs and remobilization costs if required to properly conduct the project.

7. Project Management Charges

HEPACO assigns a Project/Response Manager to every project. HEPACO's Project/Response Managers are experienced professionals who are responsible for directing HEPACO field supervisors, obligating company resources to a project, and providing technical guidance to projects. Clients are billed for reasonable time and expense spent or incurred by the Project/Response Managers due to periodic site visits, Client-requested meetings, and other activities deemed necessary to assure a properly ran project. Additional Project/Response Managers or supervisory personnel may be assigned as deemed necessary by HEPACO.

8. HEPACO Personnel

HEPACO personnel will be billed to the contract for the time required to mobilize, service, repair, coordinate, administer, demobilize, and restock all vehicles and equipment used in the performance of the contract (whether performed on or off site). These rates apply to HEPACO personnel and all personnel supervised on the project by HEPACO or its affiliates, whether HEPACO employees, HEPACO subsidiaries, or leased or temporary labor. Travel time for personnel shall be billed at the corresponding rate in the Time and Materials Rate Schedule.

In the event any personnel scheduled above are engaged to provide testimony in any court, arbitration, or administrative proceeding, the rate for such person while testifying either at a deposition or hearing shall be two (2) times the hourly rate specified in the Time and Materials Rate Schedule.

9. Terms of Payment

All monies due and payable upon receipt of invoice. Payment not received by the 14th day will accrue interest of 18% per annum or the maximum finance charge allowed by law, whichever is less. Any attorney's fees, collection fees, arbitration fees, or other costs incurred in collecting any delinquent account shall be paid by the Client. Any time spent by HEPACO or its subsidiaries or affiliates in the collection of delinquent accounts shall be invoiced in accordance with the Time and Materials Rate Schedule and shall be paid by the Client.

Client shall, within seven (7) days of receipt of an invoice, communicate in writing to HEPACO any invoice errors, discrepancies, or disputes. The written notice must specifically state the portion in dispute and describe the dispute in such detail that HEPACO has full notice of the dispute. Client hereby agrees that failure to provide such written notice within seven (7) days of the invoice date constitutes waiver of any such dispute. If such communication is not made within this seven day period, the invoice will be deemed to be approved and shall be paid. If an error, discrepancy or dispute is identified, then the parties will endeavor to resolve it within an additional four (4) days. If no resolution is made within this time, the disputed amount will be excepted from the total invoice amount. The balance of the invoice shall be deemed approved and Client shall promptly pay such portion.

Under no circumstances shall the opinion or analysis of adjusters, auditors, consultants or other third parties have any bearing on the terms of payment. This includes, but is not limited to, the amounts owed to HEPACO by Client in accordance with the contract documents and the HEPACO Time and Materials Rate Schedule, as well as the time frames for notices and payment.

All claims, disputes, and other matters in question arising out of, or relating to, this Contract or any subcontract made or purchase order issued pursuant to this Contract, or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association that are in effect as of the time demand for arbitration is made.

Notice of demand for arbitration shall be filed in writing with the American Arbitration Association and upon all proposed parties to such proceeding, and shall be filed within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter will be barred by the applicable statute of limitations. Any arbitration proceeding will be conducted in Charlotte, Mecklenburg County, North Carolina. The arbitration hearings will begin within 180 days of the date the demand for arbitration is served and continue on successive business days until completed. The prevailing party shall be entitled to recover not only attorney fees, but also the costs of the arbitration proceedings, including the fees paid to the American Arbitration Association and the arbitrators, witness fees, and the cost of preparing demonstrative exhibits.

Where Client's Authorized Representative (or someone authorized by him or her for such purpose) has signed any daily reports submitted by HEPACO showing charges for any days, such charges shall be deemed accepted by Client for all purposes hereunder, and Client thereby waives the right to later object that such charges are invalid. (Provided, the absence of such daily reports and/or Client approval of such reports shall in no way relieve Client of its duty to pay for Work performed.)

Upon HEPACO's written request, at any time, Client shall furnish reasonable evidence satisfactory to HEPACO that sufficient funds are available and committed for the cost of the Work. Where such evidence is not furnished, HEPACO is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, not to exceed two (2) days, terminate this Agreement. Upon such termination, HEPACO shall be entitled to payment for all work performed to the date of termination, all stored materials, all restocking charges, the cost of demobilization, and reasonable overhead and profit on the work performed.

10. Small Tools

Small tools such as hammers, rakes, rock bars, shovels, squeegees, common wrenches and other small tools that are provided by HEPACO, but are not itemized in the Schedules, will be billed at five percent (5%) of the total labor billing. Specialty tools or hardware purchased for job specific tasks which are not itemized on the HEPACO Time and Materials Rate Schedule shall be billed at cost plus twenty percent (20%).

11. Permits and Access

Client shall secure and pay for all necessary approvals, easements, orders, assessments, permits, and charges required for the Work to be performed and for HEPACO to have legal access to the Project Site. Any right-of-way provided by Client to/from the most convenient public way shall be sufficient to bear the weight of HEPACO's equipment and vehicles reasonably required to perform the Work. Client, and not HEPACO, shall be responsible for any changes required to be made to any private pavement or accompanying subsurface of any route used in the Work, and for repairs to roadways and right-of-way caused by normal wear and tear during the performance of the Work. Contractor shall be entitled to reimbursement for any costs incurred as a result of encumbrances, conditions different from the conditions described by the client or differing substantially from what would normally be encountered in performing work under this agreement. These costs, if any, will be invoiced at cost plus twenty percent (20%).

12. Protective Equipment

Protective equipment such as hard hats, safety goggles, safety shields, steel toe boots, and the use of respirators are included in Level A, B, C, and D charges. Replacement items, disposable or specialty suits, gloves, etc. will be billed separately under Materials.

13. High Hazards

High hazard/reactive/explosive/cylinder rates apply to projects involving: explosives or explosion risk; fire fighting or risk of fire; Level A, Level B Personal Protective Equipment; gas or chemical transfer, uncontrolled events, unknown materials, actual or suspected Weapons of Mass Destruction (WMD) events; and/or handling of highly hazardous materials. Applicability of High Hazard rates will be at the sole determination of HEPACO based on project conditions.

14. Jones Act

If the contract requires labor to be performed over, adjoining, and/or in water such that the U.S. Longshoremen's and Harbor Workers' insurance or Jones Act insurance apply, then an additional fee of thirty percent (30%) of total charges will be added to compensate for U.S. Longshoremen's and Harbor Workers' insurance or Jones Act insurance and related risks attendant to the work when contract requires labor to be performed over, adjoining and/or in water.

15. Rentals

The charges for operators to operate the equipment are not included in these rates and will be charged under the appropriate labor category. The rental rates do not include pick up, delivery, fuel, oil and grease, tarps, damages beyond reasonable wear and tear, and/or demurrage. HEPACO will invoice charges for all itemized equipment utilized or available for use on the project per the Time and Materials Rate Schedule, regardless of whether the equipment is owned by HEPACO or rented equipment. Items that are not itemized in the Time and Materials Rate Schedule, or for which there is no applicable rate in the Time and Materials Rate Schedule, will be invoiced at cost plus twenty per cent (20%). The daily rental rate is based upon an eight (8) hour day. There is an eight (8) hour minimum charge for any equipment mobilized for the project, utilized at the project site, or available for use at the project site.

16. Delegation and Assignment

HEPACO may, at any time, delegate orally or in writing, the performance of the Work, or any portion thereof. Any such delegation (such as subcontracting, laboratory work, or services) shall not operate to relieve HEPACO of its responsibilities hereunder, for which HEPACO shall remain obligated to Client.

17. Safety

HEPACO shall take necessary precautions and provide adequate safeguard for the safety of its employees and shall comply with applicable provisions of Federal, State, and local safety laws. HEPACO shall have no responsibility for the elimination or abatement of safety hazards created, or otherwise resulting from, work at the Project Site carried on by other persons or firms directly employed by Client as separate contractors or by Client's employees and agents. Client agrees to cause any such separate contractors, employees, and/or agents to fully comply with all applicable provisions of Federal, State, and local safety laws and/or regulations, and to comply with all reasonable requests and directions of HEPACO for the elimination or abatement of any such safety hazard at the Project Site.

18. Confidentiality

All reports, documentation, invoices, or other work product generated by HEPACO, its subsidiaries, vendors, suppliers, subcontractors, or affiliates will be kept in strict confidence by the Client. Dissemination of any such information to any third party shall not be permitted without the written consent of HEPACO. Reasonable requests for such permission will not be withheld. Release of such information to third parties will not operate to relieve the Client of any obligations under the contract or terms, including obligations for full payment of all HEPACO invoices.

Without prior consent from Client, HEPACO shall keep confidential all information, including all maps, data, reports, and other written or oral information relating to the Work, received from the Client, as well as the substance of any report, test, recommendation, information or advice that HEPACO provides to the Client in connection with the Work provided under this Agreement. In the event HEPACO is required by law, regulation, subpoena or court or administrative order to disclose any information deemed to be confidential, HEPACO may disclose such information so long as it provides written notification to the Client upon a good faith determination that it is so required or upon receipt of the subpoena or court order.



Serious experience for serious times.

BLANKET RAPID RESPONSE SERVICES AGREEMENT

THIS AGREEMENT IS SUBJECT TO ARBITRATION

This AGREEMENT is entered into this _____ day of _____, 20____ by and between HEPACO, Inc. ("Contractor") and Warehouse 86, which is a () Corporation, () Partnership, () Individual ("Client") whose principal office is located at _____

I. BACKGROUND

Contractor is a provider of emergency response and remediation services. Client desires to contract with Contractor to provide all emergency cleanup services, remediation services, and disposal and transportation of waste and cleanup materials/debris for Client, and Contractor desires to provide such services in accordance with the terms of this Agreement.

As part of Client's operations, there is a potential for property belonging to or in the custody/responsibility of Client to spill, be released or otherwise create an emergency condition(s) ("Emergency Condition(s)") that requires environmental emergency response, cleanup and remediation services. In order to eliminate or contain such Emergency Condition(s), as presently exist or may exist in the future, Client desires to engage Contractor to provide all environmental emergency response, cleanup and remediation services arising out of Client's operations and the occurrence of any such Emergency Condition(s) (the provision of such services, including the response, cleanup and subsequent remediation of Emergency Condition(s), being referred to as the "Emergency Cleanup Work").

Client desires to have Contractor perform all of its Emergency Cleanup Work associated with all of its Emergency Conditions, as presently exist(s) or may exist in the future, and Contractor desires to perform all such Emergency Cleanup Work.

II. AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, terms, and conditions set forth below, the parties hereto agree as follows:

1. Statement of Substance Involved:

Client acknowledges and warrants that all known documentation, including but not limited to Material Safety Data Sheets, bills of lading, manifests, or other documentation accurately describing the substances involved in the Emergency Cleanup Work have or will be provided to Contractor upon arrival at the location where the Emergency Cleanup Work is reasonably necessary ("Site") and by fax to Contractor. Client will communicate to the Contractor's representative any relevant change in the information or communication indicating that such change may be necessary and will communicate to Contractor any hazards or risks known, learned, or suspected by the Client to be incidental to the Emergency Cleanup Work under this Agreement.

2. Statement of Work:

Contractor's scope of work shall include, but shall not be limited to, providing all labor, equipment, and materials necessary to provide all Emergency Cleanup Work to investigate, analyze, manage, and control any Emergency Condition(s) as well as investigate, analyze, manage, control, and perform all emergency response and/or environmental remediation work resulting from such Emergency Condition(s) (the Emergency Cleanup Work necessitated by, associated with, relating to and/or arising out of each Emergency Condition being referred to as a "Project"). Contractor shall furnish the labor, equipment, materials, and services required in order to perform the Emergency Cleanup Work and all follow-up remediation work for each separate Project in accordance with all state and federal guidelines and rules as well as sound and prudent judgment. Contractor shall perform the Emergency Cleanup Work, and all included remediation work, for each Project at the Site and, if applicable, on the disposal facility(ies). Client acknowledges that the physical conditions at the Site, including, without limitation, constituents, characteristics, properties, and quantities of waste materials present, if known, which are relevant to the Emergency Cleanup Work have been supplied by Client to Contractor. "Waste materials" as used in this Agreement shall mean any material deposited at the Site and leachate or other substance produced by such materials. Where required by state and federal guidelines and rules and/or sound and prudent judgment, Contractor may, in its discretion, take such actions as it shall deem appropriate to prevent threatened personal injury or property damage. Any such actions taken by Contractor shall be deemed included in the Emergency Cleanup Work, and Client shall compensate Contractor for such actions on the basis of Contractor's then current standard rates for services and the use of equipment and materials of the type involved.

The Work shall be performed in accordance with the terms of this Agreement as well as the Time and Materials Rate Schedule and the Reimbursement Terms and Conditions as set forth in Exhibit "A" attached hereto and incorporated herein by reference. Client hereby acknowledges that it has received and reviewed or has had the opportunity to request copies of such Time and Materials Rate Schedule and the Reimbursement Terms and Conditions, and the terms and rates set forth therein for Contractor's Extra Work are reasonable and accepted by the Client.

3. Duration:

This Agreement shall commence on the date set forth above and apply to any Emergency Condition(s), as such presently exist or may exist in the future, until the earlier of: (1) this Agreement is terminated by one of the parties in accordance with Section 7; or (2) if this Agreement was entered into at the time of and in response to an ongoing Emergency Condition, the Agreement shall continue in effect until Contractor completes all of the Emergency Cleanup Work in relation to the Project.

4. Commencement:

Contractor shall commence the Emergency Cleanup Work associated with each Project as soon as possible and practicable after acceptance of same by Contractor and authorization to proceed (either orally or in writing) is provided by Client to Contractor. Contractor for the Emergency Condition(s). Upon such acceptance and notice, Contractor shall diligently pursue such Emergency Cleanup Work for the Project at issue until completion, including all response, clean-up and remediation work arising out of the Emergency Condition(s), and Client shall perform its obligations in accordance with the terms of the Agreement.

5. Payment:

Client shall pay Contractor for labor, equipment, materials, reporting and administrative tasks, services and other items furnished in the performance of the Emergency Cleanup Work until completion or until the earlier termination of this Agreement in accordance with Section 7. Client shall pay Contractor in accordance with Contractor's Time and Materials Rate Schedule Form No. 101, Revision 9A, dated March 4, 2005 as well as Contractor's Reimbursement Terms and Conditions for Time and Materials Contracts (attached hereto and incorporated herein by reference as Exhibit A) for the commensurate labor, equipment, material, and subcontracting efforts directed in the performance of the Emergency Cleanup Work.

CLIENT HEREBY ACKNOWLEDGES AND WARRANTS THAT IT HAS RECEIVED AND REVIEWED THE TIME AND MATERIALS RATE SCHEDULE AND THE REIMBURSEMENT TERMS AND CONDITIONS AND THAT THE TERMS AND RATES SET FORTH THEREIN ARE REASONABLE AND ACCEPTED BY CLIENT.

Contractor may, from time to time, at the request of Client, provide a best estimate for Contractor's cost in performing the Emergency Cleanup Work on a specific Project. Such estimate or quote given by Contractor is ONLY AN ESTIMATE and not a firm contract price nor a "not to exceed" price. Client acknowledges that, despite any estimate given by Contractor, Client shall pay the invoice submitted by Contractor in accordance with the Time and Materials Rate Schedule and the Reimbursement Terms and Conditions attached hereto and incorporated herein by reference as Exhibit A.

Client hereby acknowledges that Contractor may reasonably adjust its Blanket Rapid Response Services Agreement or Time and Materials Rate Schedule from time to time, but in no event will Contractor adjust its Time and Materials Rate Schedule during the course of a Project under this Agreement with Client. Adjustments in the Time and Materials Rate Schedule shall be made by Contractor prior to or subsequent to Contractor's Emergency Cleanup Work of a Project that is the subject of this Agreement. Such adjustment of the Time and Materials Rate Schedule shall become effective upon Contractor providing Client with written notice of the adjustments.

Client's obligation to fully compensate Contractor pursuant to this Agreement shall not be conditioned upon the types, amounts, or availability of Client's insurance coverage. This includes, but is not limited to, the amounts owed to HEPACO by Client in accordance with the contract documents and the HEPACO Time and Materials Rate Schedule attached hereto and incorporated herein by reference as Exhibit A. Any money received by Client from any insurance carrier, reinsurance, self-insurance, or other fund or any third party in relation to the Work performed by HEPACO shall be paid to HEPACO within three calendar days of receipt by Client. Under no circumstances shall the opinions or analysis of adjusters, auditors, consultants or other third parties have any bearing on the terms or rates of payment under this Agreement.

By signing on this page below, Client consents to use of its credit card for payment of services performed by Contractor under this Agreement. If Client chooses to utilize its credit card for payment of Contractor's services performed under this Agreement, Client shall fill out the following information:

Credit Card Type: _____ Card Number: _____ Exp. Date: _____

Exact Name as it Appears on Card: _____

Billing Address: _____

Authorized Representative's Signature: _____

By signing above, Client agrees that all information above is valid. Client further attests that its signature above is authorization for Contractor to utilize its credit card for payment related to services performed by Contractor under this Agreement.

6. Indemnification: - *wants mutual indemnification*

Client hereby agrees to indemnify, save harmless and defend Contractor from and against any and all liabilities, claims, penalties, suits, and costs and expenses incident hereto (including reasonable attorney's fees incurred by Contractor), which Contractor may hereafter incur, become responsible for or pay out as a result of performing Work on this project under this agreement including, but not limited to, death, personal injury to any person, destruction or damage to any property, contamination of or adverse effect on the environment, or any actual or alleged violation of any government law, ordinance, rule, regulations arising out of or related to Contractor's performance of the Work of this Agreement, except that nothing in this Agreement shall be construed to relieve Contractor for any liability arising out of Contractor's negligence, whether said liability arises solely or in part out of such negligence.

7. Termination of Agreement:

This Agreement may be terminated only as follows:

- a. Without Cause: Either party may terminate this Agreement without cause upon not less than sixty (60) days prior written notice.
- b. For Cause: Either party may terminate this Agreement at any time with cause if either party fails to keep, observe, or perform a material term, agreement, or provision of this Agreement and such breach remains unremedied for a continuous period of thirty (30) days after receipt of written notice from the non-defaulting party stating the specific default; provided, however, that if the breach cannot be reasonably cured within thirty (30) days, the defaulting party shall have a reasonable time within which to cure the default.
- c. Termination of Agreement With or Without Cause by Either Party: All outstanding monies due Contractor for work performed prior to the termination of this Agreement, plus overhead and profit in relation to the same, shall be due and payable as provided in Paragraph 5 above and Paragraph 9 of the Reimbursement Terms and Conditions for Time and Materials Contracts. All costs incurred by Contractor specified in the Time and Materials Rate Schedule prior to the termination of this Agreement, as well as the cost of securing the Site, work required to leave the Site in a reasonably safe condition, all demobilization costs, all costs and materials that cannot be returned, all restocking charges incurred, and all costs as specifically provided for in Paragraph 5, Paragraph 7, and Paragraph 8 below, shall be paid to Contractor as provided in Paragraph 5 above and Paragraph 9 of the Reimbursement Terms and Conditions for Time and Materials Contracts.

In the event of a termination for an alleged default by the Contractor, the Contractor shall be entitled to the payment specified herein within thirty (30) days of the termination, such payment being subject to adjustment at a later date following a final adjudication of the rights and liabilities of Client and Contractor by arbitration or a court of competent jurisdiction.

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- d. Additional Result of Termination by the Client Without Cause: In the event of termination of all or any part of this Agreement by the Client without cause, and in addition to and without limitation of the provisions of Paragraph 7(c) of this Agreement, Contractor shall be paid an administrative fee of ten percent (10%) of the value of work performed to the date of termination on the Project at issue as well as reasonable overhead and profit on work not executed or performed by Contractor on the Project. The overhead and profit on Emergency Cleanup Work not performed shall constitute twenty percent (20%) of the amount paid any other contractor(s) by Client to perform any emergency clean-up or environmental remediation work on the Project after the date of termination of this Agreement that would have been within Contractor's Scope of Work and performed by Contractor but for the termination.

8. Arbitration:

All claims, disputes, and other matters or questions arising out of or relating to this Agreement shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. Judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof.

Contractor and Client expressly agree that the arbitrator(s) shall have the power and authority to grant reasonable attorneys' fees (including attorneys' fees based upon a contingency fee agreement) and costs incurred in resolving any claim or dispute arising out of or relating to this Agreement and, further, that the prevailing party shall be entitled to recover such reasonable attorneys' fees and costs. Such costs shall include, but are not limited to, any costs recoverable pursuant to the General Statutes of North Carolina, any filing or administrative fees of the American Arbitration Association, the cost of obtaining a hearing room for the arbitration proceedings, witness fees and costs (including both party and nonparty witnesses), the preparation of arbitration exhibits, and compensation of the arbitrator(s). HEPACO's witness fees and preparation cost will be calculated as provided in Paragraph 8 of the attached and incorporated Time and Materials Rate Schedule and the Reimbursement Terms and Conditions and will include, but are not limited to, travel costs, salary, meals, and lodging for any such HEPACO personnel.

The Demand for Arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. A Demand for Arbitration shall be made within a reasonable time after the claim, dispute or other matter relating to the Agreement has arisen, and in no event shall be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter will be barred by the applicable statute of limitations. The hearings will commence on or before 180 days after the demand for arbitration is filed. The hearing will continue on consecutive business days until the proceedings are concluded.

With respect to any arbitration, the parties agree that the arbitrator(s) shall follow and give effect to each party's contract rights and responsibilities, and that those rights shall be interpreted and enforced in a manner consistent with the laws of the State of North Carolina. The failure of the arbitrator(s) to give effect to the contract, or render a decision that is inconsistent with North Carolina law shall be grounds for an appeal by Contractor. Any such appeal shall be heard by an appropriate Superior Court, Mecklenburg County, North Carolina.

9. Notice:

Any notice or other communication to be given under this Agreement shall be in writing and effective when delivered personally or through private delivery services (e.g., Federal Express), when mailed by certified mail, return receipt requested, or by facsimile as follows:

HEPACO, Inc.
P.O. Box 26308, Charlotte, North Carolina 28221-6308
ATTN: Ronald L. Horton, Sr.
Telephone: (704) 598-9782 • Facsimile: (704) 598-7823

CLIENT: _____
Address: _____
Telephone: _____
Facsimile: _____
e-mail: _____

10. Law and Venue:

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. This Agreement shall also be deemed to have been made under the laws of the State of North Carolina. All arbitrations or other proceedings between Contractor and Client arising out of or relating to this Agreement shall be conducted in Charlotte, Mecklenburg County, North Carolina.

11. Severability:

If any provision of this Agreement or its application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and application of its provisions to the other persons or circumstances shall not be affected and shall be enforced to the greatest extent permitted by law.

12. Assignment:

This Agreement may not be assigned by either party without the prior written consent of the other party and shall be binding upon and shall endure to the benefit of all approved transferees, assigns, and successors in interest of any kind of the parties hereto.

13. Headings:

The headings contained in this Agreement are for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

14. Entire Agreement:

This Agreement, including the Time and Material Rate Schedule and the Reimbursement Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by reference, represents the entire understanding and agreement between the parties hereto relating to the Emergency Cleanup Work and follow-up Remediation Work, and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the same. No amendment or modifications to this Agreement or any waiver of any provision hereof shall be effective unless in writing signed by the party so to be bound thereby.

CLIENT ACKNOWLEDGES HAVING HAD AN OPPORTUNITY TO HAVE THE TERMS OF THIS AGREEMENT, AS WELL AS ANY ATTACHMENTS HERETO, REVIEWED BY LEGAL COUNSEL PRIOR TO THE EXECUTION HEREOF AND, FURTHER, CLIENT ACKNOWLEDGES THAT THE TERMS HEREIN ARE REASONABLE.

CONTRACTOR: HEPACO, Inc.

CLIENT: _____

BY: _____

BY: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____ Time: _____ ☐ a.m. ☐ p.m.

Date: _____ Time: _____ ☐ a.m. ☐ p.m.